



**Embassy of the United States of America**

Guatemala City, Guatemala  
December 12<sup>th</sup>, 2005

To All Prospective Offerors

Subject: Tender for Concession Agreement to provide Courier Services

Enclosed is an Invitation to submit a Tender for a Concession Agreement to provide courier services to successful visa applicants who applied for visas at the Consular Section of the United States Embassy Guatemala City.

This is a “no-fee” agreement – no U.S. Government funds will be committed. The visa applicants will be responsible for paying all applicable fees for service to the service provider and any fees submitted and paid shall be on a firm-fixed price basis.

Attached is the proposed Concession Agreement, which would be executed between the U.S. Embassy and the selected service provider.

Detailed requirements for Tender submission are listed in Section 5 of the Concession Agreement. Tenders are due by 17:00 hours on January 12<sup>th</sup>, 2006.

Sincerely

Daniel O’C. Hamilton  
Embassy Agreement’s Officer

Enclosure

**CONCESSION AGREEMENT**  
S-GT500-06-H-0001

Issued by: **Daniel Hamilton**  
**Embassy Agreement's Officer**  
**United States Embassy**  
**Guatemala City, Guatemala**

Name and Address of Service Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONCESSION AGREEMENT**

The Service Provider agrees to perform all Service Provider services described in this Agreement for the consideration stated.

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**FOR (name of Service Provider )**

\_\_\_\_\_  
**(insert name of representative)**  
**(insert title of representative)**

\_\_\_\_\_  
Date of Signature

**FOR THE UNITED STATES OF AMERICA**

\_\_\_\_\_  
Daniel O'C. Hamilton  
Embassy Agreement's Officer

\_\_\_\_\_  
Date of Signature

## SECTION 1

### AGREEMENT TERMS

#### I. GENERAL

A. Purpose. The purpose of this Agreement is to provide a license to the Service Provider to operate a courier service operation on the premises of the U.S. Embassy – **Guatemala**.  
Definitions: See Section 2, VII.

B. Description of Courier Service Operation. The Service Provider shall provide a staffed booth outside the consular section waiting area to sell its delivery services to applicants for nonimmigrant and immigrant visas, as follows:

- a. All funding and compensation to the Service Provider will come from the sales of its services to visa applicants.
- b. This contract is for courier services only. Any reference to "fees" or "prices" refer to courier services, not to any other service to obtain visas.
- c. The Embassy Consular Section shall inform visa applicants that they may use the delivery services of the Service Provider to deliver passports which are not returned personally to the applicant.
- d. The Service Provider shall enter into a direct Agreement of sale with the applicant or his/her authorized agent for the service of delivery of the applicant's passport.
- e. The Government shall have no responsibility whatsoever as regards such Agreement of sales.
- f. The Government assumes no responsibility for the safekeeping or accountability of the fees collected by the Service Provider services.
- g. The Service Provider will provide visa return services locations located throughout **Guatemala**.

C. Fee/Price List: For the delivery of passports:  
Within the Metropolitan Area of Guatemala City: Quetzales \_\_\_\_\_  
and for all Areas Outside of Guatemala City: Quetzales \_\_\_\_\_.  
The price includes all applicable taxes and fuel fees. **The price will remain unchanged for the course of the agreement.**

D. Time of delivery: Service Provider agrees to deliver passports within a period of 24 hours for addresses within Guatemala City and within a period of 48 hours for those areas outside of Guatemala City.

E. The Government obligates no funds under this agreement.

#### II. PERIOD OF AGREEMENT

A. Initial Period of Agreement. The initial period of this Agreement shall start thirty (30) days after the **date of signature** by the Embassy Agreement's Officer. The Agreement shall expire one (1) year later.

B. Subsequent Periods. **The Government may extent this Agreement for 4 periods of one year each beyond the expiration date for a total cumulative period of not more than five (5) years. Extensions are made by modification based on mutual agreement of the parties.**

### **III. GOVERNMENT PERSONNEL**

A. Agreement Officer. The Agreement Officer has the overall responsibility for the administration of this Agreement. The Agreement Officer alone, without delegation, is authorized to take actions on behalf of the Government to modify or deviate from the Agreement terms and conditions. The Agreement Officer may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Agreement Officer may designate a Technical Representative to assist in the discharge of certain of the Agreement Officer's responsibilities. The responsibilities of the Technical Representative include, but are not limited to:

1. determining the adequacy of compliance by the Service Provider with the terms and conditions of this Agreement; and
2. acting as the Government's principal point of contact regarding day-to-day operation of the service.

If a Government's Technical Representative is not appointed, the Agreement Officer assumes these responsibilities.

C. Inspectors. Inspectors are subordinates of the Agreement Officer or the Technical Representative, if one is appointed. Inspectors are authorized to perform day-to-day inspections and monitoring of the Service Provider's work. The Facilities Maintenance Officer (FMO) will supervise the maintenance responsibilities of the Government in the service area. The General Services Officer (GSO) will provide inventory control of Government-furnished property, if any. The Inspector(s), including a designated consular officer, may inspect and monitor the services provided by the Service Provider.

D. Authority to Modify the Agreement. The Technical Representative or Inspectors have no authority to modify the Agreement's specifications or other terms and conditions. Only the Agreement Officer may modify the Agreement.

### **IV. INSPECTION**

A. Responsibilities of the Service Provider. The Service Provider shall develop and maintain an inspection system intended to ensure its compliance with all its responsibilities

under this Agreement, including quality of service and customer satisfaction. This system shall include written records of inspections made. The Service Provider shall provide these records to the Government upon request.

**B. Rights of the Government.**

(1) The Government has the right to inspect the premises (the physical area provided by the Government) where the courier service is provided as well as the actual services provided. This inspection may be made at any time, without prior notice, during the term of the Agreement. The Government shall perform the inspection in a manner that will not unduly delay the work of the Service Provider. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors.
2. Security practices and conditions.
3. Personnel appearance.

(2) If the Government performs any inspections on the premises of the Service Provider, the Service Provider shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties.

**V. TERMINATION**

The Agreement Officer may terminate this Agreement by written notice, when it is in the best interests of the Government. This termination may be made for (1) cause, for example, due to failure of the Service Provider to comply with the terms and conditions of this Agreement or (2) convenience of the Government. The Government is not required to give advance notice of termination. Upon termination, Service Provider shall remove all of its property from the premises within the time established in the termination. The Government shall not be responsible for any loss or damage incurred by the Service Provider as the result of termination, including but not limited to employee claims, personal property losses, and lost profits.

**VI. TERMS OF AGREEMENT**

Rent, Utilities and Government-Furnished Property. The Service Provider shall not be liable for payment of any rent or for reimbursement to the Government for electricity and HVAC services or use of Government-furnished property as a result of services provided under this Agreement. However, see Section VII below for potential liability on the part of the Service Provider due to damage to property.

**VII. SPECIAL PROVISIONS**

**A. Security Access to Property.** The Government has the right and may deny access to Embassy-owned and operated facilities to any individual. The Service Provider will provide to

the Agreement Officer the names and biographic data on all personnel who will be used on this Agreement. The Service Provider shall provide this document at least thirty (30) days prior to their commencement of performance on the Agreement, including planned back-up personnel.

B. Standards of Conduct. The Service Provider shall maintain satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity and shall take disciplinary action with respect to employees as may be necessary. Each Service Provider employee shall adhere to standards of conduct that reflect credit on themselves, their employer and the American Embassy. Service Provider employees must use politeness and courtesy when dealing with Embassy personnel and clientele. The Government may direct the Service Provider to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Service Provider, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance shall cover all Service Provider-owned and operated equipment behind the service counter.

(2) Before starting courier service, the Service Provider shall provide to the Government a certification that the required local country/locality licensing has been obtained.

D. Indemnification. The Service Provider agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Service Provider, its officers, agents, and employees, or any other person, arising from any incident of the Service Provider's performance of this Agreement. The Service Provider expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Service Provider's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Service Provider shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Service Provider's failure to take adequate care results in damage to any of this property, the Service Provider shall repair such damage at no expense to the Government, as the Agreement Officer directs.

F. Government-Furnished Property.

(1) The Government shall furnish the property described in Exhibit B to this Agreement. Delivery to the Service Provider shall be accomplished by the property being made available in the space designated for the Service Provider's use in his operation of the Service Provider Agency service. The Service Provider shall provide a property receipt to the Agreement Officer

at the time that the property is made available to the Service Provider at the space designated for Service Provider use.

(2) Title to all Government-furnished property shall remain with the Government. The Service Provider shall use the property only in connection with this Agreement.

(3) The Government shall maintain the official property control records of all Government-furnished property.

(4) Upon taking delivery of the Government-Furnished property, the Service Provider assumes the risk and responsibility for its loss or damage, except--

(a) For reasonable wear and tear; or

(b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language version shall take precedence.

## **VIII. DISPUTES**

If the Agreement Officer and Service Provider fail to reach agreement over any disputed issue resulting from this Agreement, the sole remedy to both parties shall be referral of the disputed issue to the U.S. Embassy official at one level above the Agreement Officer. This individual's ruling shall be considered final by both parties.

## **IX. ANTI-FRAUD COOPERATION**

At no additional cost, the Service Provider agrees to provide any available information requested by the Embassy Agreement's Officer, which may be required for any anti-fraud investigation effort. Similarly, at no additional costs, the Service Provider agrees to provide information requested by the Embassy Agreement's Officer, in the event it is conducting any preventive anti-fraud measures. The Service Provider agrees that this information will only be released to the Government COR or the Government Agreement's Officer.

## SECTION 2

### SPECIFICATIONS/PERFORMANCE REQUIREMENTS

I. **SCOPE OF WORK**. The Service Provider will furnish appropriate equipment to:

- a. establish a Service Provider Agency to perform the delivery of passports to persons who have been granted a US visa by the Consular Section of the Embassy;
- b. deliver US passports to persons issued passports, and
- c. deliver documents and forms both to and from the Embassy as described below.

I.1. To furnish such service the Service Provider shall follow these procedures:

- a. Non-Immigrant Visas (NIVs). For visa pass-back, the Service Provider shall collect passport receipts issued by the Embassy from the persons to be issued visas and return these, together with two copies of a list of persons who have opted to use the courier pass-back service by 4:00 p.m. each day.
- b. The list will include the date, full name of the client, passport number, address and telephone number, if any.
- c. The Embassy will provide the Service Provider with the passports which contain completed visas **by 03:00 p.m.** of the following day (see exception below), and will retain one copy of the list, signed by the Service Provider, as acknowledgment of transfer of the visa'd passports (passports with Visas in them).
- d. The Service Provider may choose to establish, at its own expense, a database program in Microsoft Access (Consular Section has licensed copies of this program which it can provide) that would serve to record the receipt of the passports and provide a capacity to search for missing cases.

(1) At times the Embassy cannot, due to computer or other problems, return the visa completed passport by the next day. In the event of a general delay of more than two days the Embassy may publicize the delay through releases to the press. This public notice may include a notice concerning a delay in passports being returned through the Service Provider service.

(2) After notifying a client that a visa will be issued timely, a name check requirement or other problem that will delay issuance of a visa may arise. In such cases, the Embassy will inform the client via the Service Provider of the delay and return the passport without a visa if appropriate. When the visa is authorized, the Embassy will contact the client. The Embassy will inform the client that they may come to the Embassy to deliver the passport for visa service. This may be done in person or via Service Provider for both passport submission to the Embassy and return upon payment of a fee equal to the established two-way tariff.

(3) Some name check requirements have pre-established waiting periods after which the Embassy is authorized to issue a visa. In such cases, the Embassy will provide the Service Provider with a form letter for the client explaining the delay and retain the passport until the visa can be issued and returned via the Service Provider. The Service Provider shall assume any additional cost of delivering the letter to the client. Embassy will provide the passport to the



Service Provider or the client at an early date, but without the visa, if requested to do so by either party.

I.2. The Service Provider shall establish a receipt system enabling the consular section to verify that passports and documents are being delivered to the correct client. If the Service Provider chooses to do this on a computer database, the Service Provider shall provide the Embassy with the appropriate computer hardware and software at no charge or cost to the Government.

I.3. In the event a passport is lost or stolen while in the possession of the Service Provider, the Service Provider shall reimburse the client the actual cost of the passport, visa application fee and courier service fee. The Service Provider shall return to the Embassy passports and other documents not picked up within three months.

I.4. The Service Provider shall make delivery to clients within 24 hours within the geographic/political area of Guatemala City and within 72 hours within other areas in Guatemala.

I.5. The Service Provider shall provide a sign placement in the Embassy. It shall describe the Service Provider services and prices. The Service Provider and the Government's Technical Representative shall determine the size and details of the sign. The Service Provider may advertise on the Embassy televisions. The Government may allow the Service Provider to advertise its services by other methods. However, all advertisements either within or external to the Embassy, must be approved in writing, in advance, by the Agreement Officer or the Government's Technical Representative.

## **II. DESCRIPTION OF FACILITIES**

The Government will provide approximately **two (2) Square Meters** of office space for the Service Provider to establish a booth. This location is presently established, but not limited, to the outside consular section waiting area. Any alterations to the space shall be approved and implemented by the Government at no charge or cost to the Service Provider.

## **III. HOURS OF SERVICE**

A. Schedule. The Service Provider Service area in the Embassy shall be open and in operation between the hours of **07:30 a.m. and 04:00 p.m. Monday through Friday** or such other hours as are mutually agreed-upon. The Service Provider Agency service will be closed on official Embassy holidays. Holiday schedule is shown in Section 4.

B. Schedule Modifications. The Government may revise required service hours and days to be consistent with changes in Embassy policy relating to hours of operation. The Service Provider shall submit requests to modify hours or days of service to the Agreement Officer for approval at least five working days before required modifications. Any special events held on

the Embassy compound must be approved by the Technical Representative and the Regional Security Officer (RSO).

#### **IV. RESPONSIBILITIES OF THE SERVICE PROVIDER**

A. General. The Service Provider shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided.

B. The Service Provider shall possess all required licenses and permits. The Service Provider and its employees shall observe all building, health, sanitary, and other regulations. The Service Provider shall employ sufficient number of personnel to perform the agreement. The personnel (employees) shall be adequately trained to perform standard, commercial Service Provider services. The Service Provider shall possess and maintain insurance, maintain records, submit reports, and observe all other Agreement requirements. The Service Provider shall pay all fees or other charges incident to or resulting from operations under the Agreement. The Service Provider shall exercise reasonable care in the use of space and Government-owned equipment and, upon Agreement termination, the Service Provider shall yield such space and equipment in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Service Provider's control and not due to the Service Provider's fault or negligence.

C. Service. The Service Provider shall operate and manage the Service Provider service in the Service Provider's name at the American Embassy.

D. Personnel and Supervision.

(1) The Service Provider shall employ sufficient personnel to maintain safe and secure conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Service Provider shall at all times provide adequate staff of employees to perform the varied and essential duties inherent to a successful banking service operation.

(2) The Service Provider shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither employed by the Government/Embassy nor entitled to any rights or benefits of the Government/Embassy.

(3) The Service Provider agrees to assign to work under this Agreement only those employees who are reviewed and approved for a security clearance by the Embassy. The Service Provider shall furnish to the Embassy's Regional Security Officer, on forms provided by the Embassy, a personal history of all employees the Service Provider proposes to assign to work under this Agreement. No Service Provider employee shall commence work under this Agreement until the employee receives a security clearance.

(4) The Service Provider shall appoint a manager for this Agreement. The Service Provider's manager shall be replaced, on 30 day notice, upon request of the Agreement Officer.

(5) The Service Provider's employees shall wear a distinctive item such as nameplates or name tags for identification as a Service Provider employee while on the embassy compound. This identification shall be approved and/or provided by the Embassy's Regional Security Officer.

(6) The Service Provider shall provide relief personnel who are trained adequately to substitute for the regular employees who may be absent.

(7) The Service Provider shall require the employees to comply with Embassy instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(8) The Service Provider shall return all articles found by the Service Provider, the Service Provider's agents or employees, or by patrons and given to the Service Provider, to the General Services office as lost and found items.

(9) The Service Provider will instruct its employees and ensure sufficient supervision to ensure that its employees do not offer visa advice to its clients.

E. Trash Removal. The Government will perform all trash removal in the Service Provider Service Provider's space at a frequency consistent with the volume of trash generated by the normal operation of the facility. This will be no less than once a day. Any exception must be directed in writing by the Agreement Officer.

F. Rodent and Pest Control. The Service Provider shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

G. Service Provider Performed Repairs. The Government will perform preventive maintenance and repair of the Embassy equipment. The Service Provider shall submit a work order to the Agreement Officer on the Embassy's standard form for all repair requests.

#### H. Cleaning and Janitorial Services.

(1) The Government shall furnish labor and provide all cleaning supplies and equipment

(2) The Service Provider shall maintain the assigned space in a clean orderly, and sanitary condition at all times.

(3) Cleaning and janitorial services shall be performed on a regular schedule.

I. Security areas. The Service Provider shall be responsible for the security of all areas under the jurisdiction of the Service Provider. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the Service Provider service is closed. The Service Provider shall furnish a daily report to the Guard office upon leaving the building at the close of each business day. The Service Provider shall not change any locks or other security devices on the doors of its assigned space. An emergency key will be kept in the Embassy's security office.

J. Hazardous conditions. The Service Provider shall be responsible for unsanitary or hazardous conditions that are dangerous to anyone using the Service Provider Agency services.

K. Liability. The Government will not be responsible for damage or loss/occasioned by fire, theft, accident, or otherwise to the Service Provider's stored supplies, materials or equipment, or the employees' personal belongings. The Service Provider shall report immediately any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager and to the Embassy's Regional Security Officer.

L. Fire and civil defense drills. The Service Provider shall notify the fire department in the event of fire. Service Provider employees shall be organized and trained to participate in fire and civil defense drills. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

## **V. RESPONSIBILITIES OF THE GOVERNMENT.**

A. At the beginning of the Agreement, the Government will provide space for Service Provider operations. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will provide space heating, cooling, space lighting, ventilation, and utilities. In addition, the Government will:

(1) Make such improvements and alterations as it may deem necessary or desirable to prepare and recondition assigned space for its intended purpose.

(2) Maintain and repair building structure in areas assigned for the Service Provider's use, including painting and redecoration, the maintenance of gas, water, steam, sewer, and electrical lines, ventilation, electrical lighting fixtures (including re-lamping) floors and floor coverings, and walls and ceilings. The Service Provider shall bear the expenses of repairs necessary because of negligence on the part of the Service Provider or the Service Provider's employees.

(3) Provide, install, and permit the Service Provider to use the equipment listed, and additional equipment of a similar type when required for expansion approved by the Agreement Officer. In the event of any expansion, the Government will replace equipment that it has provided. Subject to adequate operation and handling of equipment by the Service Provider, the Government will replace component parts of, and make repairs to such equipment.

B. Government-owned Equipment. Government-furnished equipment is listed in Section 3. The Government will provide one duplex, 10 Amp, 110 Volt outlet, one local telephone extension and desktop telephone, one twisted pair data connection to the exterior telephone connection terminal. Local and long distance charges to the assigned extension shall be billed to the Service Provider. All telephone charges on the data line are the responsibility of the Service Provider.

## **VI. RESTRICTIONS**

A. Equipment. The Service Provider shall not install equipment other than that specified in this Agreement or remove any Government-owned equipment from the premises.

B. Patronage. Since the facilities to be provided are for the benefit and convenience of American Embassy visa applicants, patronage from other sources (that is, use by persons other than visa clients and Embassy employees) shall be prohibited.

C. Federal Holidays. The Service Provider Service area shall be closed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays.

D. Facilities. The physical space made available to the Service Provider under this Agreement shall not be used in connection with operations not included in the Agreement.

**VII. DEFINITIONS.** The following definitions pertain to this Agreement.

A. Service Provider. The Service Provider under this contract. The word Service Provider and Service Provider are interchangeable.

B. Agreement Officer: "Agreement Officer" means a person with the authority to enter into, administer, and/or terminate Contracts and make related determinations and findings. The term includes certain authorized representatives of the Agreement Officer acting within the limits of their authority as delegated by the Agreement Officer.

C. Service Provider: "Service Provider" means the individual or company that has entered into a Agreement with the Embassy. This word is interchangeable with Service Provider.

D. RSO: Regional Security Office of the U.S. Embassy

E. GSO: General Services Office of the U.S. Embassy. This person is also the Agreement Officer unless a different distinction is made elsewhere in this Agreement.

F. NIVs: Nonimmigrant visas.

G. ACS: American Citizen Services

H. IV Packet 3 and Packet 4: Immigrant visa information packages for applicants already registered with the Embassy.

I. Warden: : An American Citizen volunteer responsible for assisting the Embassy in communicating with an assigned group of Americans.

J. Day: Calendar Day

### **SECTION 3**

#### **GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS**

One duplex, 10 Amp, 110 Volt outlet;

One local telephone extension and desktop telephone; Local and long distance charges to the assigned extension shall be billed to the Service Provider;

One twisted pair data connection to the exterior telephone connection terminal;

All telephone charges on the data line are the responsibility of the Service Provider;

Cleaning and janitorial services.

## **SECTION 4**

### **HOLIDAY SCHEDULE**

#### Holidays

The Service Provider service area will be closed on the following official holidays observed by the American Embassy. The Embassy will provide a similar listing of holidays for subsequent years if this Agreement is extended.

#### Date Day American/Local Country Holidays

|                                |                    |
|--------------------------------|--------------------|
| New Year's Day,                | January 2, 2006    |
| Martin Luther King's Birthday, | January 16, 2006   |
| Washington's Birthday,         | February 20, 2006  |
| Holy Thursday,                 | April 13, 2006     |
| Good Friday,                   | April 14, 2006     |
| Guatemalan Labor Day,          | May 1, 2006        |
| Memorial Day,                  | May 29, 2006       |
| Army Day,                      | June 30, 2006      |
| U.S. Independence Day,         | July 4, 2006       |
| Feast of the Assumption,       | August 15, 2006    |
| U.S. Labor Day,                | September 4, 2006  |
| Guatemala Independence Day,    | September 15, 2006 |
| Columbus Day,                  | October 9, 2006    |
| Revolution Day,                | October 20, 2006   |
| All Saints Day,                | November 1, 2006   |
| Veterans Day,                  | November 10, 2006  |
| Thanksgiving Day,              | November 23, 2006  |
| Christmas Day,                 | December 25, 2006  |

## SECTION 5

### TENDER PREPARATION/SUBMISSION AND EVALUATION

#### **I. INSTRUCTIONS ON TENDER PREPARATION**

A. General Information. Submit an original and two copies of the tender, prepared in such format and detail as to enable the Government to make a thorough evaluation. Seal the tender package in an envelope and identify clearly the company name and manager and address. Identify and explain any deviations, exceptions, or assumptions taken regarding any of the instructions or requirements.

B. Submission Deadline. Submit the complete tender by **January 12<sup>th</sup>, 2006** not later than **17:00 hours**, to: **Daniel O’C. Hamilton, United States Embassy, Avenida La Reforma 7-01, Zona 10, Guatemala 01010, Guatemala.**

C. Contents of Tender. Part 1 - will address general information about the person/firm submitting the tender, including experience and references. Part 2 - will address the performance requirements.

D. Signature Requirement: EACH TENDER MUST BE SIGNED BY A PERSON AUTHORIZED TO BIND THE FIRM. ACKNOWLEDGE ANY AMENDMENTS TO THIS INVITATION TO TENDER IN THE FIRST PART OF THE TENDER SO THE EVALUATORS CAN BE CERTAIN THAT THE TENDER REFLECTS ANY CHANGES TO TERMS AND CONDITIONS. Address the following areas in the order shown below:

#### Part 1 - General Information

(a) Prior Quality of Service and Experience. List all contracts and Service Provider service licensing agreements your company has held over the past three years for the same or similar work. Provide customer’s name, address, and telephone numbers, dates, and number of personnel providing the services, dollar value and financial arrangements, brief description of the work, and any terminations and the reason for termination.

(b) Financial Capability. Describe your company’s financial condition and capability. State what percentage of your company’s estimated total business the work under this solicitation would entail during the period of any Agreement. Provide a current financial statement. Describe any assets other than cash, accounts receivable, land, buildings, or equipment carried on existing company balance sheets.

(c) Other General Company Information.

1. Provide copies of recent health inspections.
2. Provide a list and full address and telephone number of service locations established throughout **Guatemala.**
3. Include a list of proposed Fees: One-Way and two-way



4. Describe the receipt system and computer and database program (if any) to assure that passports and documents will be delivered to the correct client.
5. List of customers that have opted to use the Service Provider pass-back services.
6. Sample of report and actions taken when customers claim non-receipt of Passport/documents.

## Part 2 – Performance Required

The person/organization submitting the tender shall provide:

1. A description of the service tendered;
2. A description of the quality level of service tendered;
3. The performance standards and quality assurance measures/programs that will be employed under this agreement;
4. A description of the emergency, contingency and back-up plans/operations to provide uninterrupted service; and,
5. A description of the plans and operations to prevent any unauthorized access to passport and visa documents in the possession of the Service Provider.

## **II. EVALUATION OF TENDERS AND SELECTION FOR AWARD**

The Government may award an Agreement on the basis of initial tenders received, without discussions. Therefore, each initial tender should contain the best terms from a price and technical standpoint.

- A. To be eligible for evaluation tenders must:
  1. be prepared in accordance with the instructions above;
  2. address all requirements of the Solicitation.
- B. Evaluation: The Government will evaluate tenders to determine acceptability as follows:
  1. The Government will review the tender to determine compliance with all requirements and terms and conditions of the Solicitation.
  2. The Government will review the tender to determine the past performance of the person/organization submitting the tender in the country and in their international presence.
  3. The Government will review the tender to determine if the person/organization submitting the tender is providing reliable and quality service within the country that matches the requirements of the Solicitation.
  4. The Government will review the tender to determine if the prices offered to users of the service will be consistent with current commercial prices.
- C. Selection for Award:
  1. The Government will select one person/organization for award.
  2. Those tenders which receive a technically acceptable rating from the review described above, will be eligible for further consideration.
  3. The technically acceptable person/organization which proposes the best combination of price, service, reliability, past performance, financial capability, and established country and international presence will receive the award.